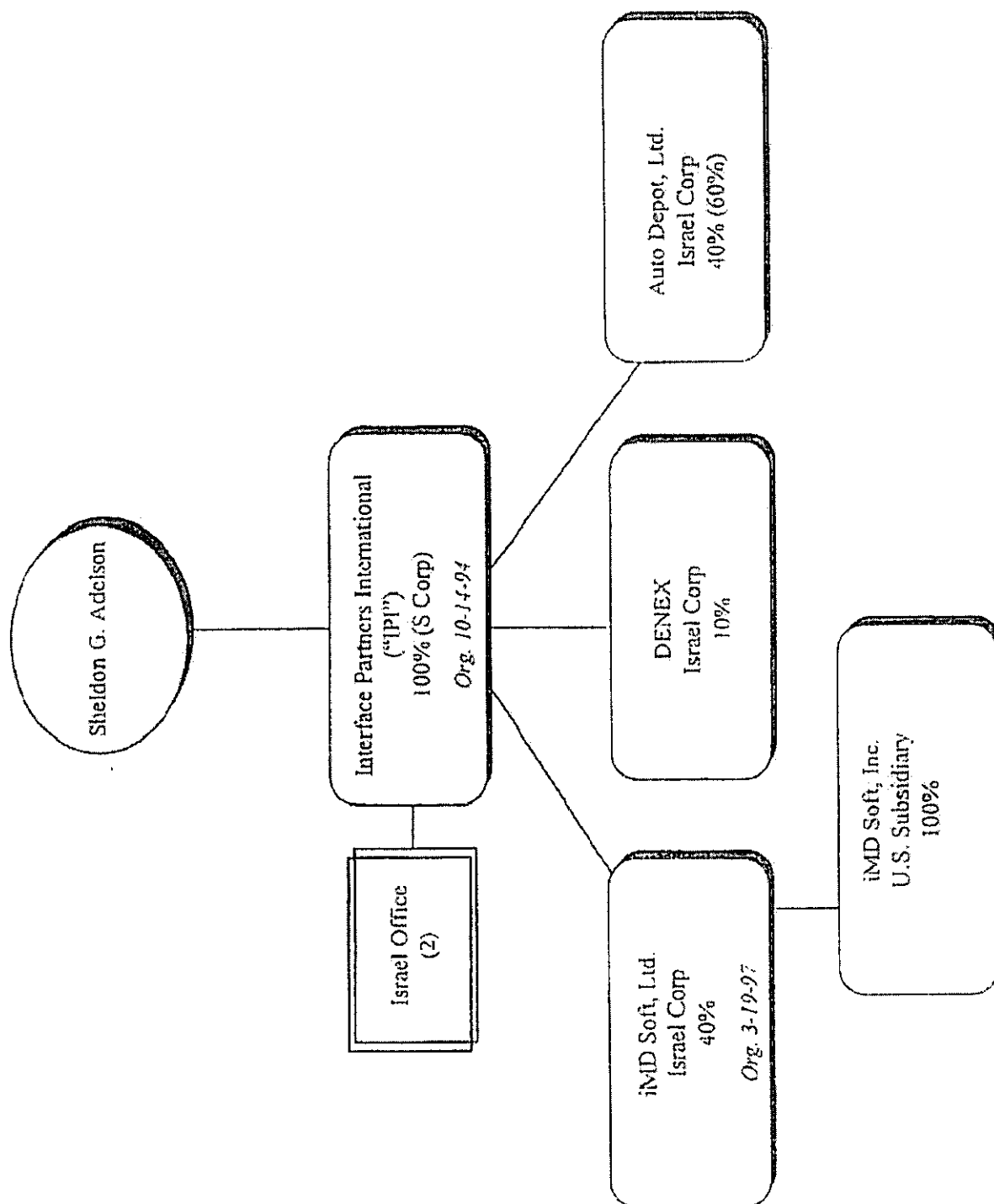




STRUCTURE AS OF JANUARY 1, 1999
(See Note)



(1) Ownership % is noted in each box

B

19/11/95

14:27

Galilee Tours 972-5162288

NO. 849

0001-001



Galilee Tours טיולי האלף



TRAVEL & TOURIST AGENCY (GOVERNMENT LICENCED)
GOVERNMENT RECOGNIZED PROMOTER OF TOURISM

HEAD OFFICE TEL AVIV: 12, SHALOM ALICHEM ST. 63806 FAX: 03-5162288 פקס: 03-5162255 טל: 63806, 12 שלום עליכם: משרד ראשי תל-אביב

DOB
ADDRESS
phone #

19/11/95

FAX: 732-2574

JANICE

Att : Bety
INTERFACE GROUP
Fax : 702-734-7324

Dear Bety,

My ID number is : 5275072.
I will try to be in Boston the first week of December.
Do you think a meeting in Jocelyn Clinique could be arranged ?

Thanks and regards

Moshe HANANEL.

C

FEB - 4 2000

oded

From: SLATON, STEVE (A-Andover, ex1) [steve_slaton@agilent.com]
 Sent: 3:32 2000 04 יום שישי פברואר
 To: 'oded'
 Cc: ECOCK, TONY (A-Andover, ex1); PAX, MAGGIE (HP-Andover, om3);
 GONZALEZ, JAMES (HP-PaloAlto, om15); 'pat@burtis.com';
 'comerchero@compuserve.com'; 'Dr Ido Schoenberg'; 'phyllis@imd-soft.com'
 Subject: Meeting on Tuesday, February 8

Importance: High

Dear Moshe,

Thank you once again for your flexibility and willingness to join us for discussions next Tuesday. This is to confirm that we will be meeting on Tuesday, February 8 at 9:00 AM here in Andover. Attendees from Agilent will include:

- myself
- Tony Ecock
- Maggie Pax - Healthcare Solutions Group Business Development
- James Gonzalez - Agilent Corporate Development

At this point, we do not plan on having our attorneys attend the meeting. Please advise who will be in attendance from iMDsoft; we would be especially interested in knowing if you will be bringing your legal advisor(s).

I suggest that we set the specific objective of the meeting to be: to reach agreement on the broad outline of a working relationship that meets the mutual needs of each of our companies, in essence a go/no go decision, by the end of the day. To do this, we will have to define the deal structure in sufficient detail so that we are both comfortable and also agree that there are no major obstacles that cannot be overcome.

As we have discussed during our previous telecons and correspondence, there are two possible deal structures we would like to consider:

- 1) A joint venture between our two companies around MetaVision and CareVue and an exclusive patient monitoring distribution (branded) agreement. We would invest cash, several products, people and our installed base as outlined in Tony's email dated Jan. 31.
- 2) Acquisition of iMDsoft or a controlling interest in iMDsoft by Agilent.

As you know each of these structures has advantages and disadvantages in terms of complexity, time to complete, ongoing management, corporate approval process, etc. So in addition, we would like to also consider a third way. During recent conversations with our Agilent corporate development team, they have suggested an alternative which they have found to be successful in situations similar to ours:

- 3) Exclusive patient monitoring distribution agreement (Agilent branded) plus milestone driven development (Agilent co-funded) plus warrants to buy iMDsoft or right of first refusal to buy iMDsoft shares pre-IPO. The important features of this structure include specific development milestones with penalties for non-achievement and volume sales commitments based upon these milestones. Also, the distribution agreement would be renewable with an automatic renewal clause if minimums are met. Finally, Agilent would be granted rights to MetaVision source code.

We believe that such a structure could possibly address both company's goals and issues: on our part, control and certainty with regard to products and economics. On your part, broad penetration and market acceptance of MetaVision, a cash infusion plus the flexibility and

degrees of freedom to develop new products and new channels for those products, and a strong visible relationship between our two companies.

Please let us know if this sounds feasible.

Best regards,

Steve Slaton

cc: Moshe Hananel

D

2/8/00

Agilent - iMD Soft

Mtg. @ Andover w/ Mushe, Oded, Ido, Harry, Steve

Agilent

- * Tony Ecock Genl Mgr, Patient Monitoring Div. Healthcare System Group (Andover)
- James Gonzalez Mgr., Cop. Development (Palo Alto)
- Steve Skaton Mgr., Product Marketing (Andover)
- Stu Pearce Mgr, Channel Strategy (Andover)
- Pat Burtis - consultant (Cambridge) (formerly Ben) (HBS)
- Maggie Pax - business development (HBS)
- Steve ~~Gonzalez~~ Janetos - Financial Analyst (w/ Tony)

Clinical Information Systems (CIS) Application Service Provider (ASP)

Pick a partner

Exit strategy

give the user what they want - developers must experience ~~development~~ uses
 delivery of process workflow solutions

Partnership GoalsiMD

worldwide sales channel

world wide support organization

R&D resource partner

marketing & sales support

exit strategy

financing infusion

A

long-term relationship

set direction for product platform and future
enhancement streamexclusive worldwide distribution rightsdifferentiated, Agilent-branded product ^{can} ~~be~~ _{ok}product attractive to existing and new customersinvestment reasonable compared to internal
development (make vs. buy)

rapid time to market

Who is the client - patient? nurse? hospital administrator?

Who controls where effort is spent - existing vs. new products

- 2 -

Partnership issues

ownership

capitalization or investment

control

exclusivity.

~~handwritten~~ milestones

If they don't meet milestones, they lose exclusivity. } (Rony)

If there is a better product, they can cancel. }

We allocate a % of income to product R&D. (Stu)

and we have red -uple based on 3 yr cashed col bonus at end (Stu)

License fee

minimum \$9,000 (Moshe)

\$5,000

\$12,000 (rent - new)

\$6,000 existing beds (replacement)

trade-in beds }

6,000 units over 4 years.

new beds }

Care Product License

ADT lab interface

Patient monitor

Ventilator interface

Implementation

Surgical Hardware

Client hardware

Quality & report

Plan sheet ~~plans~~

Notes

Plans

A/R

Care Plans

4-5000 unit.

TONY - RECAP

split on go/no go?
same objectives?

equity - valuation.

license pricing

interests diverging over time

lack of control

} problem - 1 cardiac monitor
got small

option to terminate ~~or~~ to keep products legitimate - ~~feel~~ ^{feel} comfortable.
w/ this.
Ido is key.

Make says - buy rain insurance; Ido has buy stake in co w/
associates = 20%; agree to dedicate - 2% of revenues to A+O.

Agilent has \$50 billion value - no participation for heart active.

No diff. between 20% and 40% so only need \$5M not \$10M - equity
to gain influence and if were a minority, were minority.

Tony's boss - Steve Ruskanick - runs \$1.5 B group.

right to distribute exclusively - product line ~~monitoring~~ ^{monitoring}.

Make - I need to say to underwriters, we are not fully on the hands
of HP.

Agreement should cover all solutions for their "space" - web based
etc, A to be an exclusive monitoring distributor. Make - you are
not getting into ^{the} product, you are getting into iBM.

Whereas there are monitors and there are clinical information systems sold,
they would be an exclusive distributor. If there are other applications, e
E.g. web product for software for Ais to use in their offices - what do we do
about that? Make - we can't go to anyone else unless HP isn't interested.
mechanism and derivative products. Right of 1st refusal is from Tony and
they can live with that.

SMS - managing transitions (Tony - Larry)

Order of source code - they get it if we go out of business order

Transition upon termination - customers still need to be supported.

Minimum

Diff between guaranteed sales level - if not reached, they pay.

At another level, if not reached they lose exclusivity & we can cancel.

E



INTERFACE
PARTNERS
INTERNATIONAL LTD

FACSIMILE COVER SHEET

TO: STEVE O'CONNOR
RALPH CADMAN

FAX: 001-617-444-0234

FROM: MOSHE HANANEL

PHONE: 972-3-6131994

FAX: 972-3-6131990

RE: IPI FUNDING

DATE: DECEMBER 10, 1997

REF.: MO / 60197

NUMBER OF PAGES INCLUDING COVER SHEET: 1

Following are the funding requirements for IPI's various activities:

iMD Soft

We have committed additional funding for the company of \$ 450 K. \$ 100 K should be funded directly to iMD's Fleet Bank account in Boston and \$ 350 K should be transferred to IPI's Bank Leumi, Assakim Bursa Branch (# 743), account No. 070/3-18300/02.

This investment is made at company value of \$ 7.5 M and will increase IPI's holding in the company from 46% to 49.24%.

DenX

We intend to sign the Share Purchase Agreement this week. The closing is due 25 days after signing. The investment is \$ 1 M, which may be increased by app. \$ 120 K if we exercise pre-emption rights. We will advise you a week before we close, to allow you sufficient time for the transfer.

IPI-BO

We need funding for the 3 months beginning December 1997. According to the 1997 budget, this funding should total \$ 220 K. We will prepare soon a budget for 1998.

This funding should be made to IPI-BO's bank account at FIBI, Opera Branch (044), account # 308560.

Best Regards,

Moshe Hananel
Moshe Hananel

By Fax 9/3/96 10:15 AM

Copy To BAC
9/3/96

FACSIMILE COVER SHEET

TO: STEVE O'CONNOR / RALPH CADMAN
FAX : 001-617-4440234

FROM: MOSHE HANANEL
PHONE: 972-3-6131994
FAX : 972-3-6131990

C.C.: SHELDON G. ADELSON

RE: IPI FUNDING REQUIREMENTS

DATE: AUGUST 27 , 1996

NUMBER OF PAGES INCLUDING COVER SHEET: 4

Dear Steve and Ralph,

Auto Depot

We signed a lease for a new store in Ramat-Gan. The total investment for the establishment of the store is estimated at NIS 3,223,182.00, to be invested over the period ending on 10.1.96 (see attached chart). The share of IPI in this investment is NIS 1,966,141.00 .

Please transfer the corresponding amount in USD (\$ 625,000.00) to the account of IPI in Leumi, Horev Branch, Acct. No. 54470/51

OK (50K) 9/1/96
\$625,000.-

iMD Soft

The budget of iMD for the months of August, September and October is USD 436,600.00 . Since some of the expenses for the initial 3 months were delayed and some were lower than planned, we propose that we use the USD 250,000.00 which should be transferred back from SGA's account in First Intl. to IPI, and would ask that you transfer in addition only USD 200,000.00 to IPI's acct. no. 54470/51 at Leumi, Horev Branch, for iMD funding purpose.

Attached is the "totals" chart of the iMD budget.

Transfer \$250,000.- for iMD investment -
OK (20K) 9/1/96

F



Sunburst Vacations

Second Floor

Third Floor

Interface Group

International Weekends

iMDsoft

Interface Partners International, Ltd.

Cellinite Technologies

Deluxe Hotel Supply, LLC

Leonard H. Adelson

The Leonard Florence Group

